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U.S. Dept. of Labor

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

THE CENTER FOR
INVESTIGATIVE REPORTING and
WILL EVANS,

Plaintiffs,

UNITED STATES DEPARTMENT OF
LABOR.

Defendant.

Case No. 3:18-cv-2008 JCS

STIPULATION OF SETTLEMENT AND DISMISSAL WITH PREJUDICE

Plaintiffs, The Center for Investigative Reporting (“CIR”) and Will Evans, and Defendant, United States Department of Labor (“DOL”), hereby enter into this Stipulation of Settlement and Dismissal With Prejudice (“Stipulation”), and agree to settle and compromise the above-captioned matter under the following terms and conditions:

1. Defendant shall pay \$6,500.00 (six thousand five hundred dollars and no cents) to Plaintiffs in full and complete satisfaction of Plaintiffs' claim for attorneys' fees under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, as amended, in this case. Plaintiffs and Plaintiffs' counsel agree to cooperate with Defendant's counsel in promptly providing the information needed for

1 requesting payment and transmission of funds. This payment shall constitute full and final satisfaction
2 of all of Plaintiffs' claims for attorneys' fees and litigation expenses in this case, and is inclusive of any
3 interest. Payment of this money will be made by electronic funds transfer after entry of this Stipulation
4 on the Court's docket and receipt of necessary information from Plaintiffs in order to effectuate the
5 payment.

6 2. Upon the execution of this Stipulation, Plaintiffs, having received the records it
7 requested, hereby releases and forever discharges Defendant, its successors, the United States of
8 America, and any department, agency, or establishment of the United States, and any officers,
9 employees, agents, successors, or assigns of such department, agency, or establishment, from any and all
10 claims and causes of action that Plaintiffs asserts or could have asserted in this case, or which hereafter
11 could be asserted by reason of, or with respect to, or in connection with, or which arise out of, the FOIA
12 request on which this action is based or any other matter alleged in the Complaint, including but not
13 limited to all past, present, or future claims for attorneys' fees, costs, or litigation expenses in connection
14 with the above-captioned matter.

15 3. Execution of this Stipulation by counsel for Plaintiffs and counsel for Defendant shall
16 constitute dismissal of this case with prejudice pursuant to Federal Rule of Civil Procedure 41(a).

17 4. The parties acknowledge that this Stipulation is entered into solely for the purpose of
18 settling and compromising any remaining claims in this action without further litigation, and it shall not
19 be construed as evidence or as an admission on the part of Defendant, the United States of America, its
20 agents, servants, or employees regarding any issue of law or fact, or regarding the truth or validity of
21 any allegation or claim raised in this action, or as evidence or as an admission by the Defendant
22 regarding Plaintiffs' entitlement to attorneys' fees or other litigation expenses under FOIA. This
23 Stipulation shall not be used in any manner to establish liability for fees in any other case or proceeding
24 involving Defendant.

25 5. This Stipulation is binding upon and inures to the benefit of the parties hereto and their
26 respective successors and assigns.

6. If any provision of this Stipulation shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7. This Stipulation shall constitute the entire agreement between the parties, and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered into by the parties hereto. The parties further acknowledge that no warranties or representations have been made on any subject other than as set forth in this Stipulation.

8. The persons signing this Stipulation warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the Stipulation.

9. This Stipulation may not be altered, modified or otherwise changed in any respect except in writing, duly executed by all of the parties or their authorized representatives.

10. This Stipulation may be executed in counterparts and is effective on the date of signature of the last signatory to the Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

SO STIPULATED AND AGREED.

ALEX G. TSE
United States Attorney

Dated: December 19, 2018

By: /s/ Douglas K. Chang
DOUGLAS K. CHANG
Assistant United States Attorney
Attorneys for Defendant

THE CENTER FOR INVESTIGATIVE REPORTING

Dated: December 19, 2018

By: /s/ D. Victoria Baranetsky*
D. VICTORIA BARANETSKY, Esq.
Attorney for Plaintiffs

1 * I hereby attest that I have obtained the concurrence in the filing of this document from D. Victoria
2 Baranetsky.

3 /s/ Douglas K. Chang
4 Douglas K. Chang

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6 Dated: December 21, 2018

